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Attorney for Defendants, HIRE A HELPER, LLC
and MICHAEL GLANZ

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

U-Haul International, Inc, a Nevada
corporation, e-Move, Inc., a Nevada
corporation,

Plaintiff,

v.

Hire a Helper, LLC, a California Corporation
limited liability company, Michael Glanz, an
individual,

Defendant.

AND RELATED COUNTERCLAIMS

Civil Action No.
08-CV-01801 H NLS

**JOINT MOTION REQUESTING
APPROVAL AND ENTRY OF
PROPOSED PROTECTIVE ORDER**

Hon. Nita L. Stormes

1 Plaintiffs and Counterdefendants U-Haul International, Inc. and eMove, Inc.
2 (“Plaintiffs”) and Defendants and Counterclaimants Hire a Helper, LLC and Michael Glanz
3 (“Defendants”) appeared at an Early Neutral Evaluation Conference (“ENE”) on December 8,
4 2008. Although the case did not settle at that time, the parties agreed that client
5 representatives would meet without counsel to continue settlement discussions. For that
6 purpose, the Court ordered the parties to submit a proposed Stipulated Protective Order. The
7 parties hereby submit the following Joint Motion Requesting Approval and Entry of Proposed
8 Protective Order to facilitate these ongoing settlement discussions.

9 A continued telephonic ENE is set for January 9, 2009. The parties’ representatives
10 are scheduled to meet in Arizona on or about Friday, December 19, 2008. The parties and
11 their counsel may have other discussions in person or telephonically before the next
12 scheduled ENE on January 9, 2009.

13 It appearing to the Court that the parties have agreed to the terms of an appropriate
14 Protective Order to govern continued settlement discussions in this action,

15 IT IS HEREBY ORDERED:

16 1. Confidential Settlement Discussions. In accordance with Local Civil Rule
17 16.3(h), the continued settlement discussions between the parties shall be off the record,
18 privileged and confidential.

19 2. Nondisclosure and Nonuse Obligation. All discussions, documents and
20 information exchanged at the continued settlement conference and in any subsequent
21 settlement discussions between the parties shall not be used for any purpose other than to
22 assist settlement discussion of this matter. Each of the parties shall not in any way disclose
23 such discussions, documents and information of the other party to any third party, and will
24 not make use of such discussions, documents and information internally except as necessary
25 for settlement negotiations, discussions, and consultations with personnel or authorized
26 representatives of the other party for settlement purposes only.

27 3. Ownership of Confidential Information and Other Materials. All confidential
28 information and any derivatives thereof whether created by Discloser or Recipient, remain the

property of Discloser. All confidential information (including without limitation, documents, drawings, sketches and plans) furnished by the Discloser to the Recipient, and any extracts thereof, shall be returned by the Recipient to the Discloser promptly at its request, together with any copies and extracts thereof, or shall be destroyed by the Recipient, and Recipient shall provide to Discloser a certification attesting to such destruction.

4. Disclosure Does Not Affect Discoverability. Disclosure of any information under this Order or between now and the ENE on January 9, 2009, does not change whether or not such information is otherwise discoverable. All claims of relevance, confidentiality, trade secret, and privilege continue to apply in the same way as if there had not been disclosure. Conversely, disclosure of any such information does not create or afford any greater protection than if the information had not been disclosed.

5. Inadmissible Settlement Negotiations. All discussions, documents and information, exchanged at the conference between the parties scheduled for December 19, 2008, and otherwise between the parties and their counsel between now and the ENE on January 9, 2009, shall be inadmissible under Federal Rules of Evidence, Rule 408 as information that is part of accepting or offering a compromise of disputed claims and conduct and statements made in compromise negotiations regarding the claims.

IT IS SO STIPULATED.

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: December 18, 2008

By: /s/Boris Zelkind
Lynda J. Zadra-Symes
Boris Zelkind

Attorneys for Plaintiff and Counterdefendant
U-HAUL INTERNATIONAL, INC. and Plaintiff
EMOVE, INC.

CALIFORNIA BUSINESS LAW GROUP, PC

Dated: December 18, 2008

By: /s/Duane S. Horning
Duane S. Horning

Attorney for Defendants and Counterclaimant,
HIRE A HELPER, LLC and MICHAEL GLANZ

IT IS SO ORDERED this ____ day of _____, _____

Honorable Nita L. Stormes
United States District Court

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

U-Haul International, Inc, a Nevada
corporation, e-Move, Inc., a Nevada
corporation,

Plaintiff,

v.

Hire a Helper, LLC, a California Corporation
limited liability company, Michael Glanz, an
individual,

Defendant.

) Civil Action No.
) 08-CV-01801 H NLS
)
)

**ACKNOWLEDGMENT AND
NONDISCLOSURE AGREEMENT**

I, _____, do solemnly swear or
affirm that I have been provided with and have read the Protective Order regarding
confidentiality in U-HAUL INTERNATIONAL, INC., ET AL. v. HIRE A HELPER, LLC
ET AL., Civil Action No. 08-CV-01801 H NLS. I expressly agree that I will not disclose
any information received by me pursuant to the Protective Order and I agree to be bound by
its terms as ordered by the Court. I understand that if I violate the terms of the Protective
Order, I may be subject to an enforcement proceeding before the Court, and I will comply
with and be bound by the terms and conditions of said Order unless and until modified by
further order of the Court. I hereby consent to the jurisdiction of the United States District
Court for the Southern District of California for purposes of enforcing this order.

Dated: _____

By: _____

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